# Case 19-20053-GLT Doc 22 Filed 02/03/19 Entered 02/04/19 00:55:02 Desc Imaged Certificate of Notice Page 1 of 10

Fill in this info							
Debtor 1	Kenny	J.	Dingler		Check if this is	s an a	mended
	First Name	Middle Name	Last Name		plan, and list be sections of the		
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		been changed	-	triat riave
United States Ba	inkruptcy Court for th	ne Western District of Pe	ennsylvania	_			
Case numbe	r 19 <b>-</b> 20053			_			
(if known)							
Western	District of	<u>Pennsylvani</u>	ia				
		Dated: Jan					
Part 1: Not							
To Debtors:	tices This form sets	out options that r	nav be appropriate	in some cases, but the present	e of an option o	n the	form does not
	indicate that t	he option is appro	priate in your circu	umstances. Plans that do not an control unless otherwise ord	comply with loca	al rule	
	In the following	notice to creditors, y	ou must check each	box that applies.			
To Creditors:	YOUR RIGHTS	MAY BE AFFECTE	D BY THIS PLAN.	YOUR CLAIM MAY BE REDUCE!	, MODIFIED, OR	ELIMI	NATED.
		d this plan carefully a nay wish to consult or		our attorney if you have one in this	bankruptcy case.	If you	do not have ar
	ATTORNEY M THE CONFIRM PLAN WITHOU	UST FILE AN OBJE NATION HEARING, JT FURTHER NOTIC	ECTION TO CONFIR UNLESS OTHERW CE IF NO OBJECTION	OUR CLAIM OR ANY PROVISI RMATION AT LEAST SEVEN (7) USE ORDERED BY THE COURT ON TO CONFIRMATION IS FILED OF OF CLAIM IN ORDER TO BE I	DAYS BEFORE T. THE COURT I D. SEE BANKRUF	THE D MAY ( PTCY I	DATE SET FOR CONFIRM THIS RULE 3015. II
	includes each	of the following it		Debtor(s) must check one box of led" box is unchecked or both n.			
payment				B, which may result in a partial e action will be required to	○ Included	•	Not Included
errectuate							
.2 Avoidance			, nonpurchase-mor to effectuate such I	ney security interest, set out in limit)	Included	•	Not Included
.2 Avoidance Section 3.4		ion will be required			<ul><li>☐ Included</li><li>☐ Included</li></ul>	<ul><li>•</li><li>•</li></ul>	Not Included
Avoidance Section 3.4	4 (a separate acti	ion will be required				_	
Avoidance Section 3.4  Nonstanda	4 (a separate acti	ion will be required	to effectuate such I			_	
.2 Avoidance Section 3.4 .3 Nonstanda  Part 2: Pla	4 (a separate acti ard provisions, se an Payments an	ion will be required et out in Part 9 nd Length of Plan	to effectuate such I			_	
.2 Avoidance Section 3.4 .3 Nonstanda Part 2: Pla	4 (a separate acti ard provisions, se an Payments an make regular pa	ion will be required et out in Part 9 and Length of Plan syments to the trust	to effectuate such I		○ Included	•	Not Included
Avoidance Section 3.4  Nonstanda  Part 2: Pla  Debtor(s) will  Total amount of follows:	4 (a separate action of \$1700	et out in Part 9  and Length of Plan  syments to the trust  per month for a	to effectuate such lee: a remaining plan terr	m of <u>60</u> months shall be paid	○ Included	•	Not Included
Avoidance Section 3.4  3 Nonstanda  Part 2: Pla  Debtor(s) will  Total amount of follows:  Payments	4 (a separate activate and provisions, so an Payments an make regular parts of \$1700  By Income Attack	et out in Part 9  Ind Length of Plan  Syments to the trust  per month for a chment Directly by	ee: a remaining plan terr	m of <u>60</u> months shall be paid  By Automated Bank Transfer	○ Included	•	Not Included
Avoidance Section 3.4  Nonstanda  Part 2: Pla  Debtor(s) will  Total amount of follows:	4 (a separate action of \$1700	et out in Part 9  Ind Length of Plan  Syments to the trust  per month for a chment Directly by	to effectuate such lee: a remaining plan terr	m of <u>60</u> months shall be paid	○ Included	•	Not Included

#### 

2.2	Additional payments:							
	Unpaid Filing Fees. available funds.	The balance of \$ _	sha	all be fully paid by the	Trustee to	the C <b>l</b> erk o	of the Bankruptcy	Court from the first
	Check one.							
	None. If "None" is cl	hecked, the rest of S	Section 2.2 need not	be comp <b>l</b> eted or repr	oduced.			
	The debtor(s) will m amount, and date of	•		tee from other sour	ces, as spe	cified be <b>l</b> o	w. Describe the	source, estimated
2.3	The total amount to b	•			ne trustee b	eased on t	he total amount	of plan payments
Par	t 3: Treatment of S	Secured Claims						
3.1	Maintenance of paymer Check one.  None. If "None" is cl The debtor(s) will mathe applicable contral arrearage on a listed ordered as to any ite	hecked, the rest of S aintain the current c act and noticed in co d claim will be paid em of collateral listed	Section 3.1 need not contractual installmer onformity with any ap in full through disbu d in this paragraph, t	be completed or repr nt payments on the s policable rules. Thes ursements by the tru hen, unless otherwis	oduced. ecured clair e payments stee, withou e ordered b	will be dis it interest. y the court	bursed by the trus If relief from the , all payments und	stee. Any existing automatic stay is
	as to that collateral w			on that collateral will i		•	·	Start data
	Name of creditor		Collateral		Current installm paymen (includin	ent	Amount of arrearage (if any)	Start date (MM/YYYY)
	Name of creditor  Bayview Loan Servi Account no. 122312	cing		Street, Perryopolis, P	installm paymen (includin	ent t	arrearage (if	
3.2	Bayview Loan Servi	cing 28 s needed.	510 Independence 3 15473		installm paymen (includin A \$1,0	ent t g escrow) 023.18	arrearage (if any) \$10,324.00	(MM/YYYY)
3.2	Bayview Loan Servi Account no. 122312 Insert additional claims as Request for valuation of Check one.  None. If "None" is claim.  The remainder of the The debtor(s) will recommend to the commendation of the commendation.	cing 28 s needed. of security, payment thecked, the rest of States paragraph will be	510 Independence 3 15473  t of fully secured classicion 3.2 need not be effective only if to	laims, and modificat be completed or repr the applicable box in	installm paymen (includin A \$1,0  tion of under oduced.	ent t g escrow) 023.18 ersecured	arrearage (if any) \$10,324.00  claims.  checked.	(MM/YYYY) 01/05/219
3.2	Bayview Loan Servi Account no. 122312 Insert additional claims as Request for valuation of Check one.  None. If "None" is claim. The debtor(s) will receive below.  For each secured claim. Amount of secured claim. The portion of any allower.	cing 28 s needed. If security, paymenthecked, the rest of States paragraph will be quest, by filing a security security to the decimal of the control of the	510 Independence s 15473  t of fully secured cl Section 3.2 need not be effective only if the parate adversary public of the sim, the value of the sids the amount of the	be completed or reprine applicable box in roceeding, that the convalue of the secured claim will be secured claim will be	installm paymen (includin  A \$1,0  tion of under oduced.  Part 1 of the ourt determined claims she paid in full we treated as	ent t g escrow) 023.18 ersecured his plan is ne the value build be as with interest an unsecu	st out in the col at the rate stated ared claim under F	claims listed  umn headed below.  Part 5. If the
3.2	Bayview Loan Servi Account no. 122312 Insert additional claims as Request for valuation of Check one.  None. If "None" is claim.  The remainder of the below.  For each secured claim.  Amount of secured claim.	cing 28 s needed.  If security, payment hecked, the rest of States paragraph will be quest, by filing a security security that exceeded claim that exceeded claim is listed claim.	t of fully secured classection 3.2 need not be effective only if the parate adversary public of the sim, the value of the side the amount of the discount of t	be completed or reprine applicable box in roceeding, that the convalue of the secured claim will be secured claim will be no value, the credito	installm paymen (includin  A \$1,0  tion of under oduced.  Part 1 of the ourt determined claims sho paid in full we treated as r's allowed of	ent t g escrow)  023.18  ersecured  nis plan is ne the valu  build be as vith interest an unsecuclaim will be	set out in the collat the rate stated ared claim under Fee treated in its e	claims listed  umn headed below.  Part 5. If the
3.2	Bayview Loan Servi Account no. 122312 Insert additional claims as Request for valuation of Check one.  None. If "None" is claim. The remainder of the below.  For each secured claim. Amount of secured claim. The portion of any allower amount of a creditor's secured.	cing 28 s needed.  If security, payment hecked, the rest of States paragraph will be quest, by filing a security security that exceeded claim that exceeded claim is listed claim.	t of fully secured of section 3.2 need not be effective only if the parate adversary public of the sim, the value of the sis the amount of the d below as having an appropriate order of the Collateral	be completed or represent the applicable box in roceeding, that the converse claim will be secured to secured the collateral claim will be secured to secure the c	installm paymen (includin  A \$1,0  tion of under oduced.  Part 1 of the ourt determined claims sho paid in full we treated as r's allowed of	ent t g escrow)  023.18  ersecured  nis plan is ne the valu  ould be as vith interest an unsecu- claim will be dversary pl	set out in the color at the rate stated are draim under fee treated in its eroceeding).  of Interest frate any)	claims listed  umn headed below.  Part 5. If the

Insert additional claims as needed.

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3.3	Secured claims excluded from 11	U.S.C. § 506.								
	Check one.									
	None. If "None" is checked, the	rest of Section 3.3 need not be comp	leted or reproduced.							
	The claims listed below were eith	The claims listed below were either:								
	(1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or									
	(2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.									
	These claims will be paid in full unde	r the plan with interest at the rate stat	ed below. These payments w	ill be disbursed	d by the trustee.					
	Name of creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor					
	Ally Financial account # 004924608818	2016 Toyota RAV 4	\$15,768.00	5.25	\$299.00					
	Insert additional claims as needed.									
3.4	Lien Avoidance.									
	Check one.									
		e rest of Section 3.4 need not be con		he remainder	of this paragraph will be					
	debtor(s) would have been entitl the avoidance of a judicial lien o any judicial lien or security intere of the judicial lien or security inte	fory, nonpurchase-money security into led under 11 U.S.C. § 522(b). The d r security interest securing a claim list est that is avoided will be treated as a erest that is not avoided will be paid re than one lien is to be avoided, prov	ebtor(s) will request, <b>by filing</b> ted below to the extent that it an unsecured claim in Part 5 t in full as a secured claim und	g a separate r impairs such o the extent al der the plan.	notion, that the court order exemptions. The amount of lowed. The amount, if any, See 11 U.S.C. § 522(f) and					
	Name of creditor	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata					
			\$0.00	0%	\$0.00					
	Insert additional claims as needed.	_								
	*If the lien will be wholly avoided, inse	ert \$0 for Modified principal balance.								
3.5	Surrender of Collateral.									
	Check one.									
	None. If "None" is checked, the	None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.								
	confirmation of this plan the stay	to each creditor listed below the collar under 11 U.S.C. § 362(a) be terming allowed unsecured claim resulting	ated as to the collateral only	and that the st	tay under 11 U.S.C. § 1301					
	Name of creditor	Co	ollateral							
	Insert additional claims as needed.									

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#### 3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

\* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4: Treatment of Fees and Priority Claims

#### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

#### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

#### 4.3 Attorney's fees.

Attorney's fees are payable to Mary Bower Sheats	. In addition to a retainer of \$ <u>400</u>	_ (of which \$ <u>310</u>	_ was
payment to reimburse costs advanced and/or a no-look costs depos	it) already paid by or on behalf of the debto	r, the amount of \$3910	i:
to be paid at the rate of \$150 per month. Including any reta	iner paid, a total of \$ in fees ar	d costs reimbursement h	as bee
approved by the court to date, based on a combination of the I	·		. ,
compensation above the no-look fee. An additional \$v	will be sought through a fee application to l	oe fi <b>l</b> ed and approved bet	fore an
additional amount will be paid through the plan, and this plan conta	nins sufficient funding to pay that additional	amount, without diminish	hing the
amounts required to be paid under this plan to holders of allowed uns	secured claims.		
Observations if a market state in the assessment many intend for in Land D			41
Check here if a no-look fee in the amount provided for in Local Ba	. , . , . , . , . , . , . , . , . , . ,		
debtor(s) through participation in the bankruptcy court's Loss Miti	gation Program (do not include the no-look)	fee in the total amount of	

## compensation requested, above). 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

#### Doc 22 Filed 02/03/19 Entered 02/04/19 90 변환 02 19 20 19 Dedage 119+12005696LT Certificate of Notice Page 5 of 10 4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit.

Check here if this payment is for	ргереппон апеа	ages only.				
Name of creditor (specify the actua	I payee, e.g. PA	Description		Claim	N	lonthly payment
SCDU)					O	or pro rata
				\$0.00		\$0.00
Insert additional claims as needed.						
Domestic Support Obligations ass	igned or owed to	o a governmental ı	unit and paid less	than full amount.		
Check one.						
None. If "None" is checked, the	rest of Section 4	.6 need not be com	pleted or reproduce	ed.		
None. If "None" is checked, the  The allowed priority claims list governmental unit and will be p payments in Section 2.1 be for a	ed be <b>l</b> ow are ba	ased on a Domest ne full amount of th	ic Support Ob <b>l</b> ig ne c <b>l</b> aim under 11	ation that has bee		
The allowed priority claims list	ed be <b>l</b> ow are ba	ased on a Domest ne full amount of th	ic Support Ob <b>l</b> ig ne c <b>l</b> aim under 11	ation that has bee U.S.C. § 1322(a)(		
The allowed priority claims list governmental unit and will be p payments in Section 2.1 be for a	ed be <b>l</b> ow are ba	ased on a Domest ne full amount of th	cic Support Oblig ne claim under 11 (3 1322(a)(4).	ation that has bee U.S.C. § 1322(a)(	4). This	
The allowed priority claims list governmental unit and will be p payments in Section 2.1 be for a	ed be <b>l</b> ow are ba	ased on a Domest ne full amount of th	cic Support Oblig ne claim under 11 (3 1322(a)(4).	ation that has bee U.S.C. § 1322(a)(	4). This	
The allowed priority claims list governmental unit and will be p payments in Section 2.1 be for a  Name of creditor	ed below are ba paid less than the term of 60 month	ased on a Domest ne full amount of th	cic Support Oblig ne claim under 11 (3 1322(a)(4).	ation that has bee U.S.C. § 1322(a)(	4). This	
The allowed priority claims list governmental unit and will be p payments in Section 2.1 be for a  Name of creditor  Insert additional claims as needed.	ed below are ba paid less than the term of 60 month	ased on a Domest ne full amount of th	cic Support Oblig ne claim under 11 i 1322(a)(4).  Amount of claim	ation that has bee U.S.C. § 1322(a)( In to be paid  \$0.0	4). This	

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Part 5:

**Treatment of Nonpriority Unsecured Claims** 

5.1	Nonpriority unsecured claims not separately cla	ssified.						
	Debtor(s) <i>ESTIMATE(S)</i> that a total of \$0.00	_will be available for distr	ibution to nonpriority unsec	cured creditors.				
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.C		aid to nonpriority unsecur	ed creditors to comply	with the <b>l</b> iquidation			
	The total pool of funds estimated above is <b>NOT</b> to available for payment to these creditors under the percentage of payment to general unsecured credit of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within the included in this class.	olan base will be determinous is 0%. The unless all timely filed claim	ned only after audit of the percentage of payment roms have been paid in full.	olan at time of completi may change, based upo Thereafter, all late-filed	on. The estimated on the total amount claims will be paid			
5.2	Maintenance of payments and cure of any defau	It on nonpriority unsecu	ired claims.					
	Check one.							
	None. If "None" is checked, the rest of Section	5.2 need not be complete	ed or reproduced.					
	The debtor(s) will maintain the contractual insta which the last payment is due after the final pl amount will be paid in full as specified below an	an payment. These payr	ments will be disbursed by					
		Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)			
		\$0.00	\$0.00	\$0.00				
	Insert additional claims as needed.		_	_				
5.3	Postpetition utility monthly payments.							
	The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.							
	Name of creditor	Monthly pay	ment Postpetit	ion account number				
		\$	0.00					
	Insert additional claims as needed.							

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nonpriority unsecured	est of Section 5.4 need not be	completed or repre								
nonpriority unsecured	est of Section 5.4 need not be	completed or repre								
· ·	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.									
	l claims listed below are separa	ately classified and	d will be treated as follo	ws:						
)r	Basis for separate cla treatment	ssification and	Amount of arrearage to be paid	rate pay	mated total nents ustee					
			\$0.00	0%	\$0.00					
claims as needed.										
ory Contracts and	Unexpired Leases									
eases are rejected.  one" is checked, the re	est of Section 6.1 need not be o	completed or repro	oduced.		·					
					sbursed by the					
	ption of leased property or tory contract	Current installment payment	Amount of arrearage to be paid	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)					
execut		installment	arrearage to be	payments by	Payment beginning date (MM/					
execut	tory contract	installment payment	arrearage to be paid	payments by trustee	Payment beginning date (MM/ YYYY)					
it C	contracts and unexpi leases are rejected. None" is checked, the re	contracts and Unexpired Leases  contracts and unexpired leases listed below are a leases are rejected.  None" is checked, the rest of Section 6.1 need not be	contracts and Unexpired Leases  contracts and unexpired leases listed below are assumed and will leases are rejected.  None" is checked, the rest of Section 6.1 need not be completed or representations.	I claims as needed.  Itory Contracts and Unexpired Leases  contracts and unexpired leases listed below are assumed and will be treated as specifie	I claims as needed.  Itory Contracts and Unexpired Leases  contracts and unexpired leases listed below are assumed and will be treated as specified. All other exec leases are rejected.  None" is checked, the rest of Section 6.1 need not be completed or reproduced.					

#### Part 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

#### Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: Signatures

#### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X/s/Kenny J. Dingler	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on 01/30/2019	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
<b>X</b> /s/Mary Bower Sheats	Date01/30/2019	
Signature of debtor(s)' attorney	MM/DD/YYYY	

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 9 of 9

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United States Bankruptcy Court Western District of Pennsylvania

In re: Kenny J. Dingler Debtor

cr

Case No. 19-20053-GLT Chapter 13

#### **CERTIFICATE OF NOTICE**

District/off: 0315-2 User: aala Page 1 of 1 Date Rcvd: Feb 01, 2019 Form ID: pdf900 Total Noticed: 11

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 03, 2019.

db +Kenny J. Dingler, 510 Independence Street, Perryopolis, PA 15473-9304

db +Kenny J. Dingler, 510 Independence Street, Perryopolis, PA 15473-9304
14987847 C Harper Auto Group, 100 Harper Dr, Belle Vernon, PA 15012-3540
14973879 KML Law Group, PC, 701 Market St Ste 5000, Philadelphia, PA 19106-1541

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. 14973876 E-mail/Text: ally@ebn.phinsolutions.com Feb 02 2019 03:10:42 Ally, PO Box 380902, Bloomington, MN 55438-0902

14986637 E-mail/Text: ally@ebn.phinsolutions.com Feb 02 2019 03:10:42 Ally Financial, PO Box 130424, Roseville MN 55113-0004

14973877 E-mail/Text: bkmailbayview@bayviewloanservicing.com Feb 02 2019 03:11:26

Bayview Loan Servicing, 4425 Ponce de Leon Blvd, Coral Gables, FL 33146-1837

14973878 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Feb 02 2019 03:16:00 Capital One Bank USA, PO Box 30285, Salt Lake City, UT 84130-0285

14979808 E-mail/PDF: resurgentbknotifications@resurgent.com Feb 02 2019 03:15:33

Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587 14987515 +E-mail/Text: ecfbankruptcy@progleasing.com Feb 02 2019 03:11:17 NPRTO North-East, LLC,

1498/515 +E-mail/Text: ecidankruptcy@progleasing.com Feb 256 W. Data Drive, Draper, Utah 84020-2315

14983270 +E-mail/Text: JCAP\_BNC\_Notices@jcap.com Feb 02 2019 03:11:21 Premier Bankcard, Llc,
Jefferson Capital Systems LLC Assigne, Po Box 7999, Saint Cloud Mn 56302-7999

14987848 E-mail/Text: ecfbankruptcy@progleasing.com Feb 02 2019 03:11:17 Progressive Leasing, 256 W Data Dr, Draper, UT 84020-2315

TOTAL: 8

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*
Bayview Loan Servicing, LLC, a Delaware Limited Li

TOTALS: 1, \* 0, ## 0

LVNV Funding, LLC,

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 03, 2019 Signature: /s/Joseph Speetjens

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 30, 2019 at the address(es) listed below:

James Warmbrodt on behalf of Creditor Bayview Loan Servicing, LLC, a Delaware L

James Warmbrodt on behalf of Creditor Bayview Loan Servicing, LLC, a Delaware Limited Liability Company bkgroup@kmllawgroup.com
Mary Bower Sheats on behalf of Debtor Kenny J. Dingler Mary@mbsheatslaw.com,
mbsheats@gmail.com;Sheats@Gubinskylaw.com;G19303@notify.cincompass.com
Office of the United States Trustee ustpregion03.pi.ecf@usdoj.gov
Ronda J. Winnecour cmecf@chapter13trusteewdpa.com

TOTAL: 4